

## MISSOURI DEPARTMENT OF TRANSPORTATION

## GENERAL SERVICES

Central Office General Services

PO Box 270, Jefferson City, MO 65102

1320 Creek Trail Drive, Jefferson City, MO 65109

|              |               |
|--------------|---------------|
| REQUEST NO.  | 2-100730RJ    |
| DATE         | July 12, 2010 |
| PAGE NO.     | 1             |
| NO. OF PAGES | 31            |

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

**2:00 p.m., Local Time, July 30, 2010**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

Various Statewide MoDOT Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

**BUYER:** Rebecca L. Jackson, CPPO, CPPB**BUYER TELEPHONE:** 573-526-7930**BUYER EMAIL:**

Rebecca.Jackson@modot.mo.gov

## SUPPLIES OR SERVICES

**15w40 Re-Refined Engine Oil**

To establish a contract to furnish "**15w40 Re-Refined Engine Oil**" from the issuance of a Notice to Proceed and ending January 31, 2011 and with the option to renew for six additional six month periods in accordance with the attached specifications and requirements.

**Clarifications:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Ms. Rebecca L. Jackson, Missouri Department of Transportation, email address [Rebecca.Jackson@modot.mo.gov](mailto:Rebecca.Jackson@modot.mo.gov), 573-526-7930. All questions must be submitted no later than **2:00 p.m. local time, July 19, 2010**. Once all questions are gathered, MoDOT may issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to questions received will be posted on the MoDOT website at: [http://www.modot.mo.gov/business/contractor\\_resources/gc\\_bidding/CO/COcommodities.htm](http://www.modot.mo.gov/business/contractor_resources/gc_bidding/CO/COcommodities.htm) in the form of a written addendum. It is the sole responsibility for all Bidders to check the website for any and all addenda.

**Return sealed bid to the address shown at the top of this page.**

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name** \_\_\_\_\_

**Is your firm MBE certified?** ☐ Yes ☐ No

**Title:** \_\_\_\_\_  
**Is your firm WBE certified?** ☐ Yes ☐ No

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This Request for Bid seeks bids from qualified organizations to provide **15w40 Re-Refined Engine Oil** throughout the State of Missouri with an effective contract period of Notice to Proceed through January 31, 2011, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be mailed in a sealed envelope to Ms. Rebecca L. Jackson, CPPO, CPPB, Procurement Manager, CO General Services Procurement, P.O. Box 270, Jefferson City, MO 65102, or hand-delivered in a sealed envelope to the Procurement Office in the Highway and Transportation Building at 1320 Creek Trail Drive, Jefferson City, MO 65109. All questions regarding the RFB shall be submitted to Ms. Rebecca L. Jackson, CPPO, CPPB, Procurement Manager. Bids must be returned to the office no later than 2:00 p.m., CDT, July 30, 2010.

#### **RFB Coordinator:**

**Ms. Rebecca L. Jackson, CPPO, CPPB, Procurement Manager**  
**Missouri Department of Transportation**  
**1320 Creek Trail Drive**  
**Jefferson City, MO 65109**

**PHONE: 573-526-7930**  
**FAX: 573-526-1218**

## **1.2 General Information:**

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of **15w40 Re-Refined Engine Oil** as set forth herein.

1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page(s)
- 5) Exhibits A through D
- 6) Attachment A – **MGS -92-12K**
- 7) Terms and Conditions

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide **15w40 Re-Refined Engine Oil** on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

### 2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with **15w40 Re-Refined Engine Oil**, in accordance with the following.
- 2.2.2 **Required Specifications** - All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification # **MGS -92-12K** and any other provisions outlined in the solicitation documents.

### 2.3 Delivery Requirements:

- 2.3.1 The contractor shall deliver the products specified herein to the following MoDOT locations as ordered:

a. District 1 - St. Joseph, Missouri 64502

| City          | Street                     | Zip   | County       |
|---------------|----------------------------|-------|--------------|
| Albany        | 5753 E. U.S. Hwy. 136      | 64402 | Gentry Co.   |
| Barnard       | 29544 Rt. M                | 64423 | Nodaway Co.  |
| Bethany       | 3101 Miller St.            | 64424 | Harrison Co. |
| Cameron       | 513 E. Grand               | 64429 | DeKalb Co.   |
| Clearmont     | 18826 State Highway C      | 64431 | Nodaway Co.  |
| Coffey        | 12497 St. Hwy. 13          | 64636 | Daviess Co.  |
| Eagleville    | 19021 Rt. N                | 64442 | Harrison Co. |
| Faucett       | P.O. Box 245               | 64448 | Buchanan Co. |
| Gallatin      | 19335 Pepper Ave.          | 64640 | Daviess Co.  |
| Grant City    | Rt 3 Box 15A               | 64456 | Worth Co.    |
| Hamilton      | 1001 S. Hughes             | 64644 | Caldwell Co. |
| King City     | 9990 NW Hwy. 169           | 64463 | DeKalb Co.   |
| Kingston      | 145 N. Van Buren           | 64650 | Caldwell Co. |
| Lathrop       | 100 North Street           | 64465 | Clinton Co.  |
| Maryville     | 28320 250th street         | 64468 | Nodaway Co.  |
| Maysville     | 601 East Main              | 64469 | DeKalb Co.   |
| Mound City    | 24876 Hwy. 118             | 64470 | Holt Co.     |
| Oregon        | 512E Lindon St.            | 64473 | Holt Co.     |
| Plattsburg    | 801 So. Main               | 64477 | Clinton Co.  |
| Rochester     | 15002 Hwy 169              | 64459 | Andrew Co.   |
| Rock Port     | 17009 Highway 136, Box 230 | 64482 | Atchison Co. |
| Rushville     | Rte. 116                   | 64484 | Buchanan Co. |
| St. Joe Metro | 4718 So. 169 Hwy.          | 64507 | Buchanan Co. |
| Savannah      | 11791 Bus. 71 Highway      | 64485 | Andrew Co.   |
| Sheridan      | Rt 2 Box 2                 | 64486 | Worth Co.    |
| Stanberry     | 106N Tracy                 | 64489 | Gentry Co.   |
| Stewartsville | 1307 N. Main               | 64490 | DeKalb Co.   |
| Tarkio        | US 136 Box 26874           | 64491 | Atchison Co. |

b. District 2 - Macon, Missouri 63552

| Facility                   | County     | Address                                   |
|----------------------------|------------|---|
| Atlanta                    | Macon      | 708 N. Atterbury, Atlanta, MO 63530       |
| Bosworth                   | Carroll    | Becks St., Bosworth, MO 64623             |
| Brookfield                 | Linn       | 28877 Hwy. 11, Brookfield, MO 64628       |
| Carrollton                 | Carroll    | 215 South Mason, Carrollton, MO 64633     |
| Chillicothe                | Livingston | 1301 Mitchell Ave., Chillicothe, MO 64601 |
| Fayette                    | Howard     | 871 State Hwy 240, Fayette, MO 65248      |
| Green City                 | Sullivan   | 17403 Rte 129, Green City, MO 63545       |
| Jct. C & V                 | Linn       | 16131 Hwy V, Purdin, MO 64674             |
| Keytesville                | Chariton   | 220 E. Jackson, Keytesville, MO 65261     |
| Kirksville                 | Adair      | 22777 Potter Trail, Kirksville, MO 63501  |
| Lancaster                  | Schuyler   | Hwy 63 N, Lancaster, MO 63548             |
| Macon                      | Macon      | 26988 US Hwy 63, Macon, MO 63552          |
| Marshall                   | Saline     | Rt. 2 Box 253, Marshall, MO 65340         |
| Marshall Jct.              | Saline     | 13322 Jewel Ave., Marshall, MO 65340      |
| Milan                      | Sullivan   | 1800 North Pearl, Milan, MO 63556         |
| Moberly                    | Randolph   | 1501 East Hwy 24, Moberly, MO 65270       |
| New Cambria                | Macon      | 29992 State Hwy P, New Cambria, MO 63558  |
| Princeton                  | Mercer     | RR 2 Box 316B, Princeton, MO. 64673       |
| Sweet Springs              | Saline     | 326 Hwy 127, Sweet Springs, MO 65351      |
| Trenton                    | Grundy     | 230 East Hwy 6, Trenton, MO 64683         |
| Unionville                 | Putnam     | 2653 Main St., Unionville, MO 63565       |
| Special Crews (Brookfield) |            | 28865 Hwy 11, Brookfield, MO 64628        |
| Sign Shop & Special Crews  |            | 26826 US Hwy 63, Macon, MO 63552          |
| District Headquarters      |            | 902 N. Missouri St., Macon, MO 63552      |

c. District 3 - Hannibal, Missouri 63401

| Facility        | Address                         | Zip Code | County      |
|-----------------|---------------------------------|----------|-------------|
| Bowling Green   | 1416 Business Hwy 54            | 63334    | Pike        |
| Canton          | RR 2, Box 88AC                  | 63435    | Lewis       |
| Cappeln         | Box 3016 Hwy T - Foristell      | 63348    | St. Charles |
| Center          | 22447 Hwy 19                    | 63436    | Ralls       |
| Centralia       | 201 West Highway 22             | 65240    | Boone       |
| Edina           | Rt 3, Box 180                   | 63537    | Knox        |
| Elsberry        | 3329 North Highway 79           | 63343    | Lincoln     |
| Eolia           | 151 West Outer Road             | 63344    | Pike        |
| Farber          | Rt 1, Box A                     | 63345    | Audrain     |
| Frankford       | 7140 Highway 61                 | 63441    | Pike        |
| Hannibal        | 1711D South Route 61            | 63401    | Marion      |
| LaBelle         | Rt 2, Box 44                    | 63447    | Lewis       |
| Louisiana       | 21360 Pike 136                  | 63353    | Pike        |
| Luray           | Rt 1, Box 76A                   | 63453    | Clark       |
| Memphis         | Rt 1, Box 139A                  | 63555    | Scotland    |
| Mexico          | 1600 Christopher Drive          | 65265    | Audrain     |
| Monroe City     | 951 County Line Road            | 63456    | Marion      |
| Montgomery City | 855 North Hwy 19                | 63361    | Montgomery  |
| Monticello      | Rt 1, Box E10A                  | 63457    | Lewis       |
| New Florence    | 540 Farm Tree Road              | 63363    | Montgomery  |
| Novelty         | Rt 1, Box 112                   | 63460    | Knox        |
| Palmyra         | 4945 County Road 288 - Hannibal | 63401    | Marion      |
| Paris           | 25191 Bus. Hwy 24               | 65275    | Monroe      |
| Shelbina        | 213 North Douglas               | 63468    | Shelby      |
| Shelbyville     | 3693 Highway 15                 | 63469    | Shelby      |
| Troy            | 121 Francis Drive               | 63379    | Lincoln     |
| Warrenton       | 800 West Boonslick              | 63383    | Warren      |
| Wayland         | Rt 3, Box 45A - Kahoka          | 63445    | Clark       |
| Williamsburg    | 3949 County Road 1005           | 63388    | Callaway    |
| District Garage | 1711A Hwy 61 South              | 63401    | Marion      |

c. District 4 - Lee's Summit, Missouri 64064-8002

| Facility                       | Address  |
|--------------------------------|--|
| Archie                         | 34819 S. Butcher Rd. Archie, MO 64725                  |
| Beacon                         | 3707 Beacon Ave. Kansas City, MO 64127                 |
| Belton                         | 324 Peculiar Drive Belton MO 64012                     |
| Blue Springs (Special Ops)     | US Hwy 40 Blue Springs, MO 64015                       |
| Chouteau                       | 3500 Chouteau Trafficway Kansas City, MO 64117         |
| Clinton                        | 1047 Gaines Drive Clinton, MO 64735                    |
| Concordia                      | 601 N. Main Concordia, MO 64020                        |
| Excelsior Springs              | 1900 W. 69 Hwy Excelsior Springs, MO 64024             |
| Harrisonville                  | 27821 S. State Rt. 7 Harrisonville, MO 64701           |
| Higginsville                   | 1201 W. 22 <sup>nd</sup> Street Higginsville, MO 64037 |
| Holden                         | 401 E. 10 <sup>th</sup> Street Holden, MO 64040        |
| Independence                   | 910 N. 291 Hwy Independence, MO 64051                  |
| Kearney                        | 301 W. 92 Hwy Kearney, MO 64060                        |
| Knob Noster                    | 143 NE 23 Hwy Knob Noster, MO 65336                    |
| Lee's Summit Maintenance Bldg. | 3050 NE Independence Ave. Lee's Summit, MO 64064       |
| Lexington                      | 11618 Hwy 24 Lexington, MO 64067                       |
| Liberty                        | 410 N. Church Road Liberty, MO 64068                   |
| Millville                      | 18613 Hwy. E Richmond, MO 64085                        |
| Nashua                         | 1910 NW Cookingham Dr Kansas City, MO 64155            |
| Northmoor                      | 5248 Waukomis Dr. Kansas City, MO 64151                |
| Oak Grove                      | 301 SE 1 <sup>st</sup> St Oak Grove, MO 64075          |
| Odessa                         | 7353 Outer Road Odessa, MO 64076                       |
| Platte City                    | 16105 Elm Grove Rd. Platte City, MO 64079              |
| Pleasant Hill                  | 1109 Rt. VV Pleasant Hill, MO 64080                    |
| Richmond                       | 42896 Old Hwy 10 Richmond, MO 64085                    |
| Roadsides                      | 5117 E 31 <sup>st</sup> St. Kansas City, MO 64128      |
| Holmes Park                    | 4900 E 87 <sup>th</sup> Street Kansas City, MO 64132   |
| Stadium                        | 9101 E. 40 <sup>th</sup> Terrace Kansas City, MO 64133 |
| Urich                          | 726 NW 1271 Outer Road Urich, MO 64788                 |
| Warrensburg                    | 8 NE 375 Warrensburg, MO 64093                         |
| Windsor                        | 1172 NE Hwy 52 Windsor, Mo 65360                       |
| 4 <sup>th</sup> & Cherry       | 601 E. 4 <sup>th</sup> Street Kansas City, MO 64106    |
| District Garage                | 2050 NE Independence Ave Lee's Summit, MO 64064        |

d. District 5 - Jefferson City, Missouri 65101

| Shed                        | Address                  | City and Zip             |
|-----------------------------|--------------------------|--------------------------|
| Ashland 4502                | 815 East Broadway        | Ashland, MO 65010        |
| Auxvasse 4503               | 6510 State Rd E          | Auxvasse, MO 65231       |
| Blackwater 4506             | 3695 Hwy M               | Blackwater, MO 65322     |
| Boonville 4508              | 16803 Hwy 5              | Boonville, MO 65233      |
| Brazito 4509                | 9822 Pleasant Hill Rd    | Jefferson City, MO 65109 |
| California 4511             | 801 West Buchanan        | California, MO 65018     |
| Camdenton 4512              | 586 Pier Thirty One Road | Camdenton, MO 65020      |
| Chamois 4514                | 338 Hwy 100 E            | Chamois, MO 65024        |
| Cole Camp 4544              | 820 West Main            | Cole Camp, MO 65325      |
| Columbia 4515               | 4201 Paris Rd.           | Columbia, MO 65202       |
| Drake 4545                  | 1972 Hwy. 50             | Owensville, MO 65066     |
| Eldon 4517                  | 30 Highway Y             | Eldon, MO 65026          |
| Fulton 4519                 | 4975 County Rd. 304      | Fulton, MO 65251         |
| Hallsville 4521             | 870 East Highway 124     | Hallsville, MO 65255     |
| Hughesville 4546            | 25204 Highway D          | Hughesville, MO 65334    |
| Iberia 4523                 | 790 E Hwy. 42            | Iberia, MO 65486         |
| Jamestown 4524              | 327 South Mill Street    | Jamestown, MO 65046      |
| Jeff City 4525              | 5607 Red Eagle Drive     | Jeff City, MO 65109      |
| Linn 4527                   | 1201 East Main           | Linn, MO 65051           |
| Meta 4528                   | 5908 Hwy. 133            | Meta, MO 65058           |
| Mokane 4529                 | 10165 State Rd. C        | Mokane, MO 65059         |
| Montreal 4531               | 3378 Hwy. E              | Montreal, MO 65591       |
| New Bloomfield 4532         | 2625 Meadow Lake Dr.     | New Bloomfield, MO 65063 |
| Osage Beach/Lake Ozark 4534 | 749 East Hwy. 42         | Osage Beach, MO 65065    |
| Owensville 4549             | 402 Spring St.           | Owensville, MO 65066     |
| Rocheport 4537              | 1400 North Route J       | Rocheport, MO 65279      |
| Sedalia 4550                | 2200 S. Limit            | Sedalia, MO 65301        |
| Stover 4538                 | 304 South Hickory        | Stover, MO 65078         |
| Tipton 4539                 | 11990 West Hwy. 50       | Tipton, MO 65081         |
| Versailles 4541             | 501 Jefferson Rd.        | Versailles, MO 65084     |
| Vienna 4542                 | 702 Hwy. 63 North        | Vienna, MO 65582         |
| Warsaw 4552                 | 1551 East Main           | Warsaw, MO 65355         |
| D5 Main Garage              | 830 MoDOT Drive          | Jefferson City, MO 65109 |

f. District 6 - Chesterfield, Missouri 63017-5712

| Facility                  | Street Address             | City/State/Zip           |
|---------------------------|----------------------------|--------------------------|
| DISTRICT GARAGE-GS        | 2309 BARRETT STATION RD    | BALLWIN MO 63021         |
| BALLAS MAINT BLDG         | 12001 N. FORTY DRIVE       | TOWN & COUNTRY,MO 63131  |
| BARNHART MAINT BLDG       | 6951 METROPOLITAN BLVD     | BARNHART,MO 63012        |
| BEAUFORT MAINT BLDG       | 6697 HWY 185 SOUTH         | BEAUFORT,MO 63013        |
| BELLEFONTAINE MAINT BLDG  | 10601 Lewis & Clark        | St. Louis, MO. 63136     |
| BROADWAY MAINT BLDG       | 1200 S. BROADWAY           | ST.LOUIS CITY,MO 63104   |
| DESOTO MAINT BLDG         | 4400 HWY 110               | DESOTO,MO 63020          |
| EUREKA MAINT BLDG         | 615 VIOLA LANE             | EUREKA,MO 63025          |
| FESTUS MAINT BLDG         | 1000 AIRPORT ROAD          | FESTUS,MO 63028          |
| GRAY SUMMIT MAINT BLDG    | 3463 WEST OSAGE            | PACIFIC, MO 63069        |
| GROVER MAINT BLDG         | 2639 CENTER ST.            | GROVER,MO 63040          |
| CEDAR HILLS MAINT. BLDG.  | 8400 LOCAL HILLSBORO ROAD  | HOUSE SPRINGS,MO 63016   |
| SUNSET HILLS MAINT BLDG   | 1120 RAHNING RD            | SUNSET HILLS,MO 63127    |
| LEMAY MAINT BLDG          | 4185 HOFFMEISTER           | ST.LOUIS COUNTY,MO 63125 |
| NEW HAVEN MAINT BLDG      | 9659 HWY 100               | NEW HAVEN,MO 63068       |
| NORMANDY MAINT BLDG       | 1005 BERMUDA               | ST.LOUIS COUNTY,MO 63121 |
| PAGE MAINT BLDG           | 11300 LACKLAND             | ST.LOUIS COUNTY,MO 63146 |
| ST CHARLES MAINT BLDG     | 2360 OLD HIGHWAY 94 SOUTH  | ST.CHARLES,MO 63303      |
| ST CLAIR MAINT BLDG       | 2273 NORTH SERVICE RD WEST | ST.CLAIR,MO 63077        |
| WELDON SPRINGS MAINT BLDG | 7101 RTE. 94 WEST          | WELDON SPRINGS,MO 63303  |
| WESTLAKE MAINT BLDG       | 3501 MARESHALL RD          | BRIDGETON,MO 63044       |
| WENTZVILLE MAINT BLDG     | 1211 GRANVILLE DR          | WENTZVILLE, MO 63385     |
| DIST STRIPING - BLDG D    | 2309 BARRETT STATION RD    | BALLWIN,MO 63021         |
| VILLA RIDGE MAINT BLDG    | 385 RTE. M                 | VILLA RIDGE,MO 63089     |
| HAMPTON LANDSCAPE BLDG    | 6138 WILSON                | ST.LOUIS CITY,MO 63139   |
| OHIO BRIDGE CREW BLDG     | 4360 OHIO                  | ST.LOUIS CITY,MO 63111   |
| BALLAS MAINT BLDG         | 12001 N. FORTY DRIVE       | TOWN & COUNTRY,MO 63131  |
| SIGNAL SHOP BLDG A/B      | 2309 BARRETT STATION RD    | BALLWIN,MO 63021         |
| DISTRICT SERVICE STATION  | 13610 S OUTER RD           | CHESTERFIELD, MO 63017   |

g. District 7 - Joplin, Missouri 64802

|                 |                                 |                  |
|-----------------|---------------------------------|------------------|
| District Garage | 3901 E. 32 <sup>nd</sup> Street | Joplin, MO 64804 |
|-----------------|---------------------------------|------------------|

h. District 8 - Springfield, Missouri 65801

| County  | Facility                | Address  |
|---------|-------------------------|--|
| Dallas  | Buffalo                 | 215 N Ash Street, Buffalo, MO 65622              |
| Dallas  | Conway                  | 1111 State Road M, Conway, MO 65632              |
| Douglas | Ava                     | Rt 3, Box 23B, Ava, MO 65608                     |
| Douglas | Drury                   | HCR 73, Box 46, Drury, MO 65638                  |
| Greene  | Fair Grove              | 4625 Shelby Road, Fair Grove, MO 65648           |
| Greene  | Republic                | 1925 S State Highway N, Springfield, MO 65802    |
| Greene  | Springfield Lube Center | 3025 E. Kearney, Springfield, MO 65803           |
| Greene  | Springfield Maintenance | 2455 N. Mayfair Avenue, Springfield Mo. 65803    |
| Greene  | Sunshine Maintenance    | 4101 West Sunshine street, Springfield Mo. 65807 |
| Hickory | Preston                 | Box 124, Route 1, Preston, MO 65732              |
| Hickory | Wheatland               | Route 3, Box 3285, Wheatland, MO 65779           |
| Laclede | Lebanon                 | 1120 Ivy Lane, Lebanon, MO 65536                 |
| Laclede | Nebo                    | 37998 Highway 32, Falcon, MO 65470               |
| Ozark   | Dora                    | Box 3830, Dora, MO 65637                         |
| Ozark   | Gainesville             | Rt 1, Box 1C, Gainesville, MO 65655              |
| Ozark   | Wasola                  | HCR 2, Box 36, Wasola, MO 65773                  |
| Polk    | Bolivar                 | 2816 W. Broadway, Bolivar, MO 65613              |
| Polk    | Humansville             | 300 N Cypress, Humansville, MO 65674             |
| Stone   | Galena                  | 1880 State Hwy 248 West, Galena, MO 65656        |
| Stone   | Lampe                   | 1063 West Highway 86, Lampe, MO 65681            |
| Taney   | Bradleyville            | 20907 E Highway 76, Taneyville, MO 65759         |
| Taney   | Branson                 | 275 S W Outer Road, Branson, MO 65616            |
| Taney   | Rueter                  | 33279 Highway 160, Kisse Mills, MO 65680         |
| Webster | Marshfield              | 331 Pin Oak Loop, Marshfield, MO 65706           |
| Webster | Seymour                 | 500 State Highway C, Seymour, MO 65746           |
| Wright  | Hartville               | 5804 Highway 5, Hartville, MO 65667              |
| Wright  | Manes                   | 6585 Highway H, Hartville, MO 65667              |
| Wright  | Mtn. Grove              | 8675 Old Highway 60, Mountain Grove, MO 65711    |

i. District 9 - Willow Springs, Missouri 65793

| Facility      | County     | Address   |
|---------------|------------|---|
| Alton         | Oregon     | Rt. 1, Box 1822, Alton, MO 65606                    |
| Bellevue      | Iron       | HC 63, Box 1120, Bellevue, MO 63623                 |
| Bunker        | Dent       | Route 2, Box 124C, Bunker, MO 63629                 |
| Centerville   | Reynolds   | Route 1, Box 99, Lesterville, MO 63654              |
| Cuba          | Crawford   | 7149 Old Route 66, Cuba, MO 65453                   |
| Doniphan      | Ripley     | Rt. 3, Box 25, Doniphan, MO 63935                   |
| Edgar Springs | Phelps     | 27800 Hwy 63 S, Edgar Springs, MO 65462             |
| Ellington     | Reynolds   | Rt. 4, Box 800, Ellington, MO 63638                 |
| Ellsinore     | Carter     | Rt. 2, Box 2198, Ellsinore, MO 63937                |
| Houston       | Texas      | 1540 North Hwy. 63, Houston, MO 65793               |
| Licking       | Texas      | 11875 Hwy. 137, Licking, MO 65542                   |
| Moody         | Howell     | 2629 State Route 142, Moody, MO 65777               |
| Mountain View | Howell     | 803 East 5 <sup>th</sup> Street, Mt. View, MO 65548 |
| Potosi        | Washington | Route 2, Box 2272, Cadet, MO 63630                  |
| Rolla         | Phelps     | 10201 CR 8110, Rolla, MO 65401                      |
| Salem         | Dent       | Route 1, Box 2785, Salem, MO 65560                  |
| St. James     | Phelps     | 7855 Hwy 8 East, St. James, MO 65559                |
| St. Robert    | Pulaski    | 115 Plattner Ave, St. Robert, MO 65583              |
| Steelville    | Crawford   | 69 E. Highway 8, Steelville, MO 65565               |
| Success       | Texas      | 11118 Hwy M, Success, MO 65570                      |
| Summersville  | Texas      | 235 S. Hwy 17, Summersville, MO 65571               |
| Thayer        | Oregon     | Route 1, Box 2319, Thayer, MO 65791                 |
| Van Buren     | Carter     | HCR 1, Box 99, Van Buren, MO 63965                  |
| West Plains   | Howell     | 1287 CR 8690, West Plains, MO 65775                 |
| WS Garage     | Howell     | 3956 E. Main, Willow Springs, MO 65793              |
| WS Maint.     | Howell     | 3952 E. Main, Willow Springs, MO 65793              |
| Winona        | Shannon    | P.O. Box 241, Winona, MO 65588                      |

j. District 10 - Sikeston, Missouri 63801

| Facility       | Address                    | City           | Zip   | County         |
|----------------|----------------------------|----------------|-------|----------------|
| Advance        | 28275 State Hwy 25         | Advance        | 63730 | Stoddard       |
| Arbyrd         | 7786 County Road 610       | Arbyrd         | 63821 | Dunklin        |
| Brazeau        | 13295 Rte C                | Brazeau        | 63737 | Perry          |
| Cape Girardeau | 3359 East Outer Road N     | Scott City     | 63780 | Scott          |
| Charleston     | 6712 N Co Rd 325           | Charleston     | 63834 | Mississippi    |
| Delta          | 16894 State Hwy 25         | Chaffee        | 63764 | Cape Girardeau |
| Dexter         | 1111 Hickory Log Dr.       | Dexter         | 63841 | Stoddard       |
| East Prairie   | 4450 South State Hwy 105   | East Prairie   | 63845 | Mississippi    |
| Fredericktown  | 1001 Co Rd 200             | Fredericktown  | 63645 | Madison        |
| Hayti          | 492 MO State Outer Road    | Hayti          | 63830 | Pemiscot       |
| Jackson        | 200 Hwy Y                  | Jackson        | 63755 | Cape Girardeau |
| Kennett        | Rte O 1600 Southwest Drive | Kennett        | 63857 | Dunklin        |
| Kewanee        | 18 State Hwy W             | Kewanee        | 63860 | New Madrid     |
| Malden         | 4005 N. Douglas            | Malden         | 63863 | Dunklin        |
| Marble Hill    | Hwy 51                     | Marble Hill    | 63764 | Bollinger      |
| Naylor         | Hwy 142                    | Naylor         | 63953 | Ripley         |
| Park Hills     | 2240 Conway Road           | Park Hills     | 63601 | St. Francois   |
| Patton         | Hwy 72                     | Patton         | 63662 | Bollinger      |
| Perryville     | 754 Lake Dr                | Perryville     | 63775 | Perry          |
| Piedmont       | Hwy 49                     | Piedmont       | 63957 | Wayne          |
| Poplar Bluff   | Hwy 67                     | Poplar Bluff   | 63901 | Butler         |
| Portageville   | 407 E Hwy 162              | Portageville   | 63873 | New Madrid     |
| Puxico         | 420 State Hwy 51 South     | Puxico         | 63960 | Stoddard       |
| Qulin          | Hwy 53                     | Qulin          | 63961 | Butler         |
| Risco          | 160 Hwy 62E                | Risco          | 63870 | New Madrid     |
| Sikeston       | 111 Edwards St.            | Sikeston       | 63801 | Scott          |
| Silva          | Hwy 67                     | Silva          | 63964 | Wayne          |
| Ste. Genevieve | 17651 Hwy 32               | Ste. Genevieve | 63627 | Ste. Genevieve |
| Steele         | 158 SE Outer Road          | Steele         | 63877 | Pemiscot       |
| Williamsville  | Hwy A                      | Williamsville  | 63967 | Wayne          |
| Zalma          | Hwy 51                     | Zalma          | 63787 | Bollinger      |

2.3.2. Products will be ordered on an as needed basis.

2.3.3. Bulk Deliveries: Some storage tanks may be located in the balconies of the buildings while others may be located on the ground floor. Contractor must be capable of pumping the product to an elevation of 25 to 50 feet and supply quick couplers for bulk delivery. Payments will be based upon monthly meter readings. Contractor must supply a copy of certification by Weights and Measures on the pump meter during the past six months.

2.3.3.1. The Contractor must provide systems necessary to prevent spills and overfills from occurring during the product transfer. The Contractor must also provided the systems necessary to prevent product from reaching streets, catch basins or other drainage structures during product transfers.

- 2.3.4 Missouri Department of Transportation representatives must be present at time of delivery. No deliveries will be made on Saturdays, Sundays, and Holidays. In the event a particular facility is working "4-10's", no deliveries will be made on a the scheduled day off, unless specifically authorized by the facility supervisor.

The following days shall be construed as **official holidays** under the terms of the contract:

|                             |                                  |
|-----------------------------|----------------------------------|
| January 1                   | New Years Day                    |
| Third Monday in January     | Martin Luther King, Jr. Birthday |
| February 12                 | Lincoln's Birthday               |
| Third Monday in February    | Washington's Birthday            |
| May 8                       | Truman's Birthday                |
| Last Monday in May          | Memorial Day                     |
| July 4                      | Independence Day                 |
| First Monday in September   | Labor Day                        |
| Second Monday in October    | Columbus Day                     |
| November 11                 | Veteran's Day                    |
| Fourth Thursday in November | Thanksgiving Day                 |
| December 25                 | Christmas Day                    |

When any of the above **holidays fall** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays fall** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

- 2.3.5 MoDOT reserves the right to add or delete delivery locations as needed when needed.
- 2.3.6 Contractor shall not make sales calls to the various facilities and will take orders from authorized personnel.
- 2.3.7 Contractors must ensure the pumps and hoses used to deliver bulk oil are specific to the product delivered to ensure no cross contamination with other oil types.

## **2.5 Invoicing and Payment Requirements:**

- 2.5.1 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract.
- 2.5.2 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- 2.5.3 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 2.5.4 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

## **2.6 Other Contractual Requirements:**

- 2.6.1 Contract Period - The contract shall commence from the issuance of a Notice to Proceed and ending January 31, 2011 with the option to renew for six additional six month periods in accordance with the attached specifications and requirements.. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.

- 2.6.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
- a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
  - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage and reserves the right to offer or to request renewal of the contract at a price less than the maximum percentage stated.
  - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
- 2.6.3 Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract period for a renewal.
  - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- 2.6.4 Inspection Specifications – MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

### **3. BID SUBMISSION**

#### **3.1 Bid Submission Information:**

3.1.1 All bids must be received in a sealed envelope clearly marked **"RFB 2-100730RJ – 15w40 Re-Refined Engine Oil"**.

3.1.2 All bids must be received at the following address no later than **July 30, 2010** at **2:00 p.m. CDT**.

Missouri Department of Transportation  
Procurement Division  
Attn: Rebecca L. Jackson, CPPO, CPPB  
1320 Creek Trail Drive  
PO Box 270  
Jefferson City, MO 65102

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

#### **3.1.4 Open Competition / Request For Bid Document:**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.1.6 Cost Determination - The low bid shall be determined by adding all of the firm, fixed prices on the pricing page for the original contract period to obtain a total price per district and per category.

#### 4. PRICING PAGE

- 4.1 The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB.

##### DISTRICT 1

| Item # | U/M                  | Brand Name | Manufacturer | Pick Up - Unit Cost | Delivered - Unit Cost |
|--------|----------------------|------------|--------------|---------------------|-----------------------|
| 1-001  | 5 Quart Container    |            |              | \$                  | \$                    |
| 1-002  | 2.5 Gallon Container |            |              | \$                  | \$                    |
| 1-003  | 5 Gallon Pail        |            |              | \$                  | \$                    |
| 1-004  | 55 Gallon Drum       |            |              | \$                  | \$                    |
| 1-005  | Bulk by the Gallon   |            |              |                     | \$                    |

##### DISTRICT 2

| Item # | U/M                  | Brand Name | Manufacturer | Pick Up - Unit Cost | Delivered - Unit Cost |
|--------|----------------------|------------|--------------|---------------------|-----------------------|
| 2-001  | 5 Quart Container    |            |              | \$                  | \$                    |
| 2-002  | 2.5 Gallon Container |            |              | \$                  | \$                    |
| 2-003  | 5 Gallon Pail        |            |              | \$                  | \$                    |
| 2-004  | 55 Gallon Drum       |            |              | \$                  | \$                    |
| 2-005  | Bulk by the Gallon   |            |              |                     | \$                    |

##### DISTRICT 3

| Item # | U/M                  | Brand Name | Manufacturer | Pick Up - Unit Cost | Delivered - Unit Cost |
|--------|----------------------|------------|--------------|---------------------|-----------------------|
| 3-001  | 5 Quart Container    |            |              | \$                  | \$                    |
| 3-002  | 2.5 Gallon Container |            |              | \$                  | \$                    |
| 3-003  | 5 Gallon Pail        |            |              | \$                  | \$                    |
| 3-004  | 55 Gallon Drum       |            |              | \$                  | \$                    |
| 3-005  | Bulk by the Gallon   |            |              |                     | \$                    |

##### DISTRICT 4

| Item # | U/M                  | Brand Name | Manufacturer | Pick Up - Unit Cost | Delivered - Unit Cost |
|--------|----------------------|------------|--------------|---------------------|-----------------------|
| 4-001  | 5 Quart Container    |            |              | \$                  | \$                    |
| 4-002  | 2.5 Gallon Container |            |              | \$                  | \$                    |
| 4-003  | 5 Gallon Pail        |            |              | \$                  | \$                    |
| 4-004  | 55 Gallon Drum       |            |              | \$                  | \$                    |
| 4-005  | Bulk by the Gallon   |            |              |                     | \$                    |

##### DISTRICT 5

| Item # | U/M                  | Brand Name | Manufacturer | Pick Up - Unit Cost | Delivered - Unit Cost |
|--------|----------------------|------------|--------------|---------------------|-----------------------|
| 5-001  | 5 Quart Container    |            |              | \$                  | \$                    |
| 5-002  | 2.5 Gallon Container |            |              | \$                  | \$                    |
| 5-003  | 5 Gallon Pail        |            |              | \$                  | \$                    |
| 5-004  | 55 Gallon Drum       |            |              | \$                  | \$                    |
| 5-005  | Bulk by the Gallon   |            |              |                     | \$                    |

**4. PRICING PAGE, continued**

**DISTRICT 6**

| Item # | U/M                  | Brand Name | Manufacturer | Pick Up - Unit Cost | Delivered - Unit Cost |
|--------|----------------------|------------|--------------|---------------------|-----------------------|
| 6-001  | 5 Quart Container    |            |              | \$                  | \$                    |
| 6-002  | 2.5 Gallon Container |            |              | \$                  | \$                    |
| 6-003  | 5 Gallon Pail        |            |              | \$                  | \$                    |
| 6-004  | 55 Gallon Drum       |            |              | \$                  | \$                    |
| 6-005  | Bulk by the Gallon   |            |              |                     | \$                    |

**DISTRICT 7**

| Item # | U/M                  | Brand Name | Manufacturer | Pick Up - Unit Cost | Delivered - Unit Cost |
|--------|----------------------|------------|--------------|---------------------|-----------------------|
| 7-001  | 5 Quart Container    |            |              | \$                  | \$                    |
| 7-002  | 2.5 Gallon Container |            |              | \$                  | \$                    |
| 7-003  | 5 Gallon Pail        |            |              | \$                  | \$                    |
| 7-004  | 55 Gallon Drum       |            |              | \$                  | \$                    |
| 7-005  | Bulk by the Gallon   |            |              |                     | \$                    |

**DISTRICT 8**

| Item # | U/M                  | Brand Name | Manufacturer | Pick Up - Unit Cost | Delivered - Unit Cost |
|--------|----------------------|------------|--------------|---------------------|-----------------------|
| 8-001  | 5 Quart Container    |            |              | \$                  | \$                    |
| 8-002  | 2.5 Gallon Container |            |              | \$                  | \$                    |
| 8-003  | 5 Gallon Pail        |            |              | \$                  | \$                    |
| 8-004  | 55 Gallon Drum       |            |              | \$                  | \$                    |
| 8-005  | Bulk by the Gallon   |            |              |                     | \$                    |

**DISTRICT 9**

| Item # | U/M                  | Brand Name | Manufacturer | Pick Up - Unit Cost | Delivered - Unit Cost |
|--------|----------------------|------------|--------------|---------------------|-----------------------|
| 9-001  | 5 Quart Container    |            |              | \$                  | \$                    |
| 9-002  | 2.5 Gallon Container |            |              | \$                  | \$                    |
| 9-003  | 5 Gallon Pail        |            |              | \$                  | \$                    |
| 9-004  | 55 Gallon Drum       |            |              | \$                  | \$                    |
| 9-005  | Bulk by the Gallon   |            |              |                     | \$                    |

**DISTRICT 10**

| Item # | U/M                  | Brand Name | Manufacturer | Pick Up - Unit Cost | Delivered - Unit Cost |
|--------|----------------------|------------|--------------|---------------------|-----------------------|
| 10-001 | 5 Quart Container    |            |              | \$                  | \$                    |
| 10-002 | 2.5 Gallon Container |            |              | \$                  | \$                    |
| 10-003 | 5 Gallon Pail        |            |              | \$                  | \$                    |
| 10-004 | 55 Gallon Drum       |            |              | \$                  | \$                    |
| 10-005 | Bulk by the Gallon   |            |              |                     | \$                    |

**4. PRICING PAGE, continued**

- 4.2. Renewal Clause Maximum Percentage Increase:** For all districts and products responded to above, bidder understands the award may involve a maximum quantity of six (6) renewal periods that are a duration of six (6) months each. Bidders shall provide a maximum percentage increase over the **original bid price** for each of those renewal periods.

1<sup>st</sup> Renewal Period Maximum % Increase over Original Bid Price \_\_\_\_\_ %

2<sup>nd</sup> Renewal Period Maximum % Increase over Original Bid Price \_\_\_\_\_ %

3<sup>rd</sup> Renewal Period Maximum % Increase over Original Bid Price \_\_\_\_\_ %

4<sup>th</sup> Renewal Period Maximum % Increase over Original Bid Price \_\_\_\_\_ %

5<sup>th</sup> Renewal Period Maximum % Increase over Original Bid Price \_\_\_\_\_ %

6<sup>th</sup> Renewal Period Maximum % Increase over Original Bid Price \_\_\_\_\_ %

- 4.3 Contact Information** – The bidder should provide the names and phone numbers in the table below for the appropriate individuals within their organization for each of the listed topics. The purpose is to provide MoDOT with a direct line of contact for each topic in order to resolve issues quickly.

| Contact Topic             | Contact Name | Contact Phone Number |
|---------------------------|--------------|----------------------|
| General Contact           |              |                      |
| Secondary General Contact |              |                      |
| Billing Issues            |              |                      |
| Shipping Issues           |              |                      |
| Warranty Issues           |              |                      |
| Technical Information     |              |                      |

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Exhibit A**

**PREFERENCE IN PURCHASING PRODUCTS**

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

## Exhibit B

### MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

- [ ] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [ ] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- [ ] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

| Item (or item number) | Location Where Item Manufactured or Produced |
|-----------------------|--|
|                       |  |
|                       |  |
|                       |  |
|                       |  |
|                       |  |

(attach an additional sheet if necessary)

- [ ] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_
- [ ] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_

### CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

**Exhibit C**

**Cooperative Procurement**

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials, and supplies that meet the Missouri Department of Transportation specifications.

Each bidder is asked to indicate below whether they would be willing to offer **15w40 Re-Refined Engine Oil** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **15w40 Re-Refined Engine Oil** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_

NO \_\_\_\_\_

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

## Exhibit D

### MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

#### Definitions:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

#### Veteran Information

#### Business Information

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Service-Disabled Veteran's Name, (Please Print)

---

Service-Disabled Veteran Business Name

---

*Service-Disabled Veteran's Signature*

---

Missouri Address of Service-Disabled Veteran  
Business

---



## LUBRICATING PRODUCTS MGS-92-12K

**1.0 DESCRIPTION.** This specification covers motor vehicle lubricating products for delivery in prepackaged containers such as drums, pails, etc., or for delivery into bulk storage tanks at department-owned facilities.

**1.1** Unless otherwise stated, the specification references and test methods are from the latest version in effect at the time of this contract.

**1.2** Bidders that are repackaging another manufacturer's product shall include that manufacturer's name in the proposal.

**1.3** Bidders furnishing Multi-Grade Lubricating Oil under the American Petroleum Institute (API) Classification System shall include the API license number in the proposal. Repackagers using a private label are required to obtain their own license.

## **2.0 MATERIALS.**

### **2.1 Multi-Grade Lubricating Oil, SAE Grade 15W-40.**

**2.1.1 General.** The oil shall meet and be licensed by the most recent API service classification, as available from most suppliers, and shall be intended for crankcase lubrication of gasoline and diesel engines. It shall be manufactured, per contract requirement, from the same base stocks, whether virgin or re-refined stocks, and with the same types and amounts of additives as were used to secure API qualification.

**2.1.1.1** The engine lubricating oils shall be derived from petroleum fractions, synthetically prepared compounds or a combination of the two types of products. The stocks shall be compounded with such functional additives (detergents, dispersants, oxidation inhibitors, corrosion inhibitors, etc.) as are necessary to meet the specified requirements. No carcinogenic or potentially carcinogenic constituents, as defined under the Hazard Communication Standard (29 CFR 1910.1200) shall be present.

**2.1.2 Documentation.** The following information shall be furnished with the bid.

**2.1.2.1** The bidder shall furnish documentation showing the API license number, brand name and manufacturer under which the oil was qualified and that the oil meets the most recent API service classification as available from most suppliers. The documentation shall include the type(s) and percent of base Stock used in the manufacturing of the oil. The documentation shall include current performance specification test data per API classification.

**2.1.2.2** The documentation shall include typical test results for the following physical and chemical properties when tested in accordance with the applicable ASTM test method.

|              | <u>Test Method</u> |
|--------------|--------------------|
| Pour Point   | ASTM D 97          |
| Flash Point  | ASTM D 92          |
| Gravity, API | ASTM D 287         |

**2.1.3 Basis of Payment.** Payment for oil received shall be based on the volume at 15.6 °C and quantities packaged at higher temperatures will be corrected to that volume.

## **2.2 Universal Hydraulic/Transmission Fluid.**

**2.2.1 General.** Universal Hydraulic/Transmission Fluid shall be for use in tractors and equipment where one fluid is desirable and can be used in combination hydraulic-transmission-wet brake systems of equipment used in off-highway service.

**2.2.1.1** Universal Hydraulic/Transmission Fluid shall have Allison C-4 approval.

**2.2.1.2** The fluid shall contain such functional additives as oxidation inhibitors, rust inhibitors, pour point depressants, anti-wear additives, foam suppressers, water tolerance additives, etc. as are necessary to meet the following requirements when tested in accordance with the applicable ASTM tests shown in this specification. Paraffinic base stock shall be used in the manufacture of universal hydraulic transmission oil.

|  | <u>Requirement</u> | <u>Test Method</u> |
|--|--------------------|--------------------|
| API Gravity at 15.6 °C                   | 27 - 32            | ASTM D 287         |
| Viscosity, 100 °C, centistokes           | 7.0 - 11.0         | ASTM D 445         |
| Viscosity Index, min.                    | 125                | ASTM D 2270        |
| Flash Point, °C, COC, min.               | 177                | ASTM D 92          |
| Pour Point, °C, max.                     | -40                | ASTM D 97          |
| Corrosion, Copper strip, 3 hrs. @ 100 °C | Negative           |                    |

**2.2.2 Documentation.** The following information shall be furnished with the bid.

**2.2.2.1** The bidder shall furnish documentation showing that the brand of fluid that is being furnished has been approved and is listed by the Allison Transmission Division, General Motors Corporation, as Allison C-4, Intermediate Viscosity Fluids for off-highway transmissions.

**2.2.2.2** If the fluid is not shown in the latest list then a copy of the letter granting approval shall be submitted.

**2.2.2.3** The documentation shall include the brand name, manufacturer and a typical analysis of the properties shown in 2.2.1.2.

**2.2.3 Basis of Payment.** Payment for fluid received shall be based on the volume at 15.6 °C and quantities packaged at higher temperatures will be corrected to that volume.

## **2.3 Gear Oil - SAE Grade 80W-90.**

**2.3.1 General.** Multi-Purpose Gear Oil shall be one grade of Gear Lubricant intended for the lubrication of automotive gear units and all heavy-duty industrial-type enclosed gear units, when the sustained operating temperatures of the lubricant are below 121 °C.

**2.3.1.1** The gear lubricant shall be a homogeneous liquid free from sediment and suspended matter at any temperature in the operating range up to 121 °C for mineral oils and 170 °C for synthetic oils.

**2.3.1.2** The gear lubricant shall be a brand that has been tested and is in complete accordance with the requirements of API GL5. The lubricant shall also be in accordance with the following requirements when tested in accordance with the applicable ASTM specifications shown in this specification.

| <u>Property</u>                            | <u>Requirement</u>   | <u>Test Method</u> |
|--|--|--------------------|
| Viscosity Index, min.                      | 85   | ASTM D 2270        |
| Pour Point, °C, max.                       | -15  | ASTM D 97          |
| Corrosion, Copper Strip, 3 hrs. @ 121.1 °C | 3a max   | ASTM D 130         |
| Color                                      | The base oil used in the gear lubricant shall be a filtered stock not darker than No. 8 NPA. |                    |

**2.3.2 Documentation.** The following information shall be furnished with the bid.

**2.3.2.1** The bidder shall furnish documentation showing that the gear oil furnished is in accordance with all requirements of API GL 5.

**2.3.2.3** The documentation shall include the brand name, manufacturer and a typical analysis of the properties shown in 2.3.1.2.

## **2.4 Synthetic Gear Oil 75W-90.**

**2.4.1 General.** Synthetic Gear Oil shall be one grade of Gear Lubricant formulated with synthetic based oils intended for the lubrication of automotive gear units and all heavy-duty industrial-type enclosed gear units, when the sustained operating temperatures of the lubricant are below 170 °C.

**2.4.1.1** The gear lubricant shall be a homogeneous liquid free from sediment and suspended matter at any temperature in the operating range up 170 °C .

**2.4.1.2** The gear lubricant shall be a brand that has been tested and that is in complete accordance with the requirements of API GL5. The lubricant shall also comply with the following requirements when tested in accordance with the applicable ASTM test methods.

|                                 | <u>Requirement</u> | <u>Test Method</u> |
|---------------------------------|--------------------|--------------------|
| Viscosity Index, min.           | 140                | ASTM D 2270        |
| Viscosity, 100 °C, centistokes, | 15.5 - 19.5        | ASTM D 445         |
| Pour Point, °C, max,            | -40                | ASTM D 97          |

**2.4.2 Documentation.** The following information shall be furnished with the bid.

**2.4.2.1** The bidder shall furnish documentation showing that the gear oil furnished will comply with all requirements of the API GL5.

**2.4.2.3** The documentation shall include the brand name, manufacturer, identification that the material is a synthetic formulation and a typical analysis of the properties shown in 2.4.1.2.

## **2.5 Multi-Purpose Lithium Complex Grease, NLGI Grade 2 or Multi-Purpose Lithium Complex Grease, NLGI Grade 2 with 3.0% Molybdenum Disulfide.**

**2.5.1 General.** The Multi-Purpose Lithium Complex Grease and Multi-Purpose Lithium Complex Grease with 3.0% molybdenum disulfide shall be suitable for the lubrication of automotive chassis and wheel bearings and shall be in accordance with the requirements of ASTM D 4950, Standard Classification and Specification for Automotive Service Greases for NLGI service classification GC-LB, Grade 2. The bid request shall state the type of grease to be supplied.

**2.5.1.1** The grease shall consist of a smooth homogeneous mixture of a lithium complex soap

and a well-refined mineral oil. The grease shall be free from fillers such as rosin, rosin oils, talc, wax, powdered mica, sulfur, clay, asbestos, or other undesirable or deleterious impurities. If the grease to be supplied contains molybdenum disulfide, it shall be a homogeneous mixture of lithium complex NLGI GC-LB Grade 2 and technical fine molybdenum disulfide.

**2.5.1.2** The grease shall show no separation or bleeding in use or during short-term storage and shall comply with the following requirements when tested in accordance with the applicable ASTM test methods.

|                             | <u>Requirement</u>   |
|-----------------------------|--|
| Odor                        | The grease shall possess only a slight odor of mineral oil, and may be rejected if it has any other distinct odor. |
| NLGI Service Classification | GC-LB  |
| NLGI Grade Number           | 2  |
| Soap Type                   | Lithium Complex  |

When requested:

|                                   |             |
|-----------------------------------|-------------|
| Molybdenum Disulfide, % by weight | 3.0 minimum |
|-----------------------------------|-------------|

**2.5.2 Documentation.** The following information shall be furnished with the bid.

**2.5.2.1** The bidder shall furnish documentation showing that the grease furnished is in accordance with the requirements of these specifications and that it holds a current NLGI Certification Mark License for the grease to be supplied.

**2.5.2.2** The documentation shall include the brand name, manufacturer and a typical analysis of the properties required in ASTM D 4950.

## **2.6 Heavy-Duty Aluminum Complex Grease with Molybdenum Disulfide, NLGI Grade 2.**

**2.6.1 General.** Heavy-Duty Aluminum Complex Grease with Molybdenum Disulfide shall be in accordance with ASTM D 4950, Standard Classification and Specification for Automotive Service Greases for NLGI service classification GC-LB, Grade 2.

**2.6.1.1** The grease shall consist of a smooth homogeneous mixture of an aluminum complex NLGI GC-LB Grade 2, technical fine Molybdenum Disulfide and other solid lubricants. The grease shall be free from fillers such as rosin, rosin oils, talc, wax, powdered mica, sulfur, clay, asbestos, or other undesirable or deleterious impurities.

**2.6.1.2** The grease shall show no separation or bleeding in use or during short-term storage and shall comply with the following requirements when tested in accordance with the applicable ASTM test methods.

**2.6.2 Documentation.** The following information shall be furnished with the bid.

**2.6.2.1** The bidder shall furnish documentation showing that the grease furnished is in accordance with the requirements of these specifications and that it holds a current NLGI Certification Mark License for the grease to be supplied.

**2.6.2.2** The documentation shall include the brand name, manufacturer and a typical analysis of the properties required in ASTM D 4950.

## 2.7 Dexron III/Mercon Transmission Fluid.

**2.7.1 General.** Dexron III/Mercon Transmission Fluid shall be for use in on-highway transmissions.

**2.7.1.1** Dexron III/Mercon shall be a formulation which has been licensed by General Motors Corporation and Ford Motor Company.

**2.7.1.2** Dexron III/Mercon shall be further identified on the containers as being in accordance with Dexron III/Mercon requirements.

**2.7.2 Documentation.** The following information shall be furnished with the bid.

**2.7.2.1** The bidder shall furnish documentation showing that the brand of Dexron III/Mercon has been approved by the General Motors Corporation and Ford Motor Company.

**2.7.2.2** The documentation shall include the General Motors and Ford License Numbers and typical test results of the following physical and chemical properties when tested in accordance with the applicable ASTM test methods.

|                                | <u>Test Method</u> |
|--------------------------------|--------------------|
| API Gravity @ 15.6 °C          | ASTM D 287         |
| Viscosity, 100 °C, centistokes | ASTM D 445         |
| Viscosity Index, min.          | ASTM D 2270        |
| Flash Point, °C, COC, min.     | ASTM D 92          |

**2.7.3 Basis of Payment.** Payment for oil received shall be based on the volume at 15.6 °C and quantities packaged or bulk delivered at higher temperatures will be corrected to that volume.

## 3.0 ASTM TEST METHODS.

|             |  |
|-------------|--|
| ASTM D 92   | Test Method for Flash and Fire Points by Cleveland Open Cup  |
| ASTM D 97   | Test Methods for Pour Point of Petroleum Oils  |
| ASTM D 128  | Test Methods for Analysis of Lubricating Grease  |
| ASTM D 130  | Test Method for Detection of Copper Corrosion from Petroleum Products by the Copper Strip Tarnish Test           |
| ASTM D 217  | Test Methods for Cone Penetration of Lubricating Grease  |
| ASTM D 287  | Test Method for API Gravity of Crude Petroleum and Petroleum Products (Hydrometer Method)                        |
| ASTM D 445  | Test Method for Kinematic Viscosity of Transparent and Opaque Liquids (and the Calculation of Dynamic Viscosity) |
| ASTM D 566  | Test Method for Dropping Point of Lubricating Grease   |
| ASTM D 874  | Test Method for Sulfated Ash from Lubricating Oils and Additives   |
| ASTM D 892  | Test Method for Foaming Characteristics of Lubricating Oils  |
| ASTM D 1264 | Test Method for Water Washout Characteristics of Lubricating greases   |
| ASTM D 2270 | Method for Calculating Viscosity Index from Kinematic Viscosity at 40 and 100 °C                                 |

**4.0 PACKAGING.** If products are to be delivered prepackaged in drums or other containers, each container shall have sufficient marking to identify the product contained therein.

**5.0 BULK DELIVERY.** Shipments of lubricating products that are to be delivered to the point of use in bulk quantities shall be accompanied by a certification statement identifying the name of the material and the specific bid request, and certifying that the material is in

accordance with the specifications for that request. The certification is to be signed by an authorized representative of the supplier. This certification statement, as well as the bill of lading, shall be provided to the department's representative at the point of delivery.

**5.2** It shall be the supplier's responsibility to ensure the delivery of the correct product into the matching bulk storage tank, as identified by labeling. The supplier shall maintain sufficient safeguards to ensure that cross-contamination does not occur when lubricants are delivered to department bulk storage tanks from bulk delivery systems. If defective, contaminated or the wrong materials are delivered into the department's storage tanks, it shall be the supplier's responsibility to replace all contaminated products with products meeting the specification, including both the new delivery and the existing material amounts.

**6.0 SAMPLING AND TESTING.** Random samples of the delivered products may be taken by the Department and tested for compliance with these specifications.

**6.1** Upon request the low bidder shall supply samples of the products to the Department for testing, one quart of each oil and two pounds of grease.

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**STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted.**
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

**GENERAL TERMS AND CONDITIONS**

**General Performance**

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

**Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

**Nondiscrimination**

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

**Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and

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equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

**Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

**Executive Order**

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
  - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
  - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
  - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.

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- 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
- 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

**Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

**Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

**Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

**Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

**Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

**Status of Independent Contractor**

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

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**Indemnification**

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

**SPECIAL TERMS AND CONDITIONS**

**Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**Information and Reports**

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.